



METROPOLITAN
TRANSPORTATION
COMMISSION

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Scott Haggerty, Chair
Alameda County

July 21, 2009

Adrienne J. Tissier, Vice Chair
San Mateo County

REQUEST FOR PROPOSALS (RFP)

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Newspaper Classified Advertising and Legal Notices Services

Letter of Invitation

Tom Bates
Cities of Alameda County

Dear Contractor:

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

The Metropolitan Transportation Commission (MTC) invites you to submit a proposal to provide classified advertisement and legal notice services and support to MTC on an as-needed basis. The resulting contract and/or Purchase Order (PO) will cover the period from September 16, 2009 through June 30, 2010 and may be renewed at MTC's option for four additional one-year periods.

Chris Daly
City and County of San Francisco

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Interested proposers may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Proposal Due Date

Interested Contractors must submit one (1) original, and two (2) hard copies of their proposal by 4:00 p.m., August 18, 2009. ***Proposals received after that date and time will not be considered.*** A submitted proposal shall be considered a firm offer to enter into a contract for a period of ninety (90) days from the date of submittal.

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5741; fax: (510) 817-5848. E-mail inquiries may be directed to amacaulay@mtc.ca.gov.

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Amy Rein Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Ann Macaulay, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort Metro Center
101 Eighth Street
Oakland, CA 94607-4700

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Background

MTC is the Regional Transportation Planning Agency (RTPA) for the nine-county San Francisco Bay Area, including the counties of Marin, Sonoma, Napa and Solano in the

north; Alameda, Contra Costa, and San Francisco in the central Bay Area; San Mateo and Santa Clara in the south.

As a public agency, MTC is required to post legal notices, and is likewise obligated to notice the general public of job opportunities for vacant positions. On average, MTC advertises forty (40) job recruitments per year, ranging from professional, managerial, technical to administrative support positions, its annual college and high school internships, and other special event programs. Additionally, MTC routinely posts legal notices, for public hearings. MTC also posts notices for RFP, Requests for Quotations (RFQ), Invitations for Bid (IFB), announcements, etc., on an intermittent basis.

To facilitate the placement of ads, MTC seeks to contract with one primary service provider that can assist in the preparation of classified advertisements and legal notices, and coordinate the timely placement of these ads in multiple publications. Advertising sources must specifically include those publications that ensure MTC's maximum exposure to diverse communities in the region it serves, in keeping with the agency's environmental justice and Equal Employment Opportunity (EEO) objectives.

Scope of Work, Budget and Schedule

Appendix A, Scope of Work, describes examples of specific tasks under this RFP. On an as-needed basis, the selected Contractor will be required to serve as a liaison between MTC and newspaper publishers for the placement of classified ads and legal notices in major metropolitan newspapers, community and minority newspapers, and trade publications. Contractor will be required to commence work upon execution of the contract.

MTC is not committed exclusively to the selected Contractor; but it is expected the Contractor will accommodate most of MTC's advertising needs during the term of the contract.

The estimated annual budget for advertising under this contract is fifty thousand dollars (\$50,000) for recruitment notices, and fifteen thousand dollars (\$15,000) for legal notices the actual budget amount is subject to approval of the commission. Work will be on an as-needed basis, under individual orders authorized by the MTC Project Manager or his/her approved designee.

The term of this contract and/or PO will extend from September 16, 2009 through June 30, 2010. At MTC's option, this contract may be extended for four additional one-year periods.

Notice of Addenda and Requests for Exception

This RFP and any addenda will be posted on MTC's web site. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Requests for clarification or exception to RFP provisions must be received no later than August 5, 2009 to guarantee consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

August 5, 2009	Pre-Proposal Questions and Requests for Exceptions
Five business days prior to due date of proposal	Objections to RFP Provisions
4:00 p.m., August 18, 2009	Proposals Due
Week of August 24, 2009	Oral Interviews (if necessary)
September 9, 2009	Recommendation of Contractor to MTC Administration Committee
September 16, 2009 (approximate)	Execution of Contract

General Conditions

MTC will not reimburse any Contractor for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

The selected Contractor will be required to sign a contract with MTC, the key provisions of which are summarized in *Appendix C - Synopsis of Provisions in MTC's Standard Consultant Agreement*. The Contractor will also be required to maintain insurance at the coverage levels specified in *Appendix C*. Any requests for exception to any contract provision, including the specified insurance coverage types, levels, and conditions must be brought to MTC's attention no later than the date on which exceptions to RFP provisions must be received to guarantee consideration by MTC. If MTC does not agree to a request for exception to insurance requirements and a proposal is submitted, compliance with the insurance requirements by the proposer will be assumed. A copy of the standard contract may be obtained from the MTC Project Manager.

Authority to Commit MTC

The MTC Project Manager will recommend a contractor to the Executive Director, who will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH:DR

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

NEWSPAPER CLASSIFIED ADVERTISING AND LEGAL NOTICES SERVICES

July 21, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

MTC is the Regional Transportation Planning Agency (RTPA) for the nine-county San Francisco Bay Area, including the counties of Marin, Sonoma, Napa and Solano in the north; Alameda, Contra Costa, and San Francisco in the central Bay Area; San Mateo and Santa Clara in the south.

As a public agency, MTC is required to post legal notices, and is likewise obligated to notice the general public of job opportunities for vacant positions. On average, MTC advertises forty(40) job recruitments per year, ranging from professional, managerial, technical to administrative support positions, its annual college and high school internships, and other special event programs. Additionally, MTC routinely posts legal notices, for public hearings. MTC also posts notices for RFPs, Request for Quotations (RFQ), Invitation for Bid (IFB), announcements, etc. on an intermittent basis.

To facilitate the placement of ads, MTC seeks to contract with one primary service provider that can assist in the preparation of classified advertisements and legal notices, and coordinate the timely placement of these ads in multiple publications. Advertising sources must specifically include those publications that ensure MTC's maximum exposure to diverse communities in the region it serves, in keeping with the agency's environmental justice and Equal Employment Opportunity (EEO) objectives.

B. Project Description

On an as-needed basis the selected Contractor will be required to serve as a liaison between MTC and newspaper publishers for the placement of classified ads and legal notices in major metropolitan newspapers, community and minority newspapers, and trade publications. Contractor will be required to commence work upon execution of the contract.

II. CONTRACTOR QUALIFICATIONS

The selected Contractor should demonstrate the following professional qualifications:

1. Lead Staff with experience in:
 - a. Publishing notifications to ensure widest coverage and exposure to the desired audience;
 - b. Recommending key word selection; and
 - c. Ongoing knowledge of current major newspapers in the San Francisco bay area and their targeted readership.
2. Lead staff with excellent communication skills, both oral and written.
3. A depth of staff resources to work on multiple projects at the same time.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

Appendix A, Scope of Work, describes examples of specific tasks under this RFP.

MTC is not committed exclusively to the selected Contractor; but it is expected the Contractor will accommodate most of MTC's advertising needs during the term of the contract.

Project Manager may select more than one contractor.

B. Period of Performance

The term of this contract and/or PO will extend from September 16, 2009 through June 30, 2010. At MTC's option, this contract may be extended for four additional one-year periods.

C. Budget

The estimated annual budget for advertising under this contract is fifty thousand dollars (\$50,000) for recruitment notices, and fifteen thousand dollars (\$15,000) for legal notices, subject to annual adjustments of the budget approved by the commission. Work will be on an as-needed basis, under individual orders authorized by the MTC Project Manager or his/her approved designee.

IV. PROPOSAL FORM

Proposers must submit one (1) original, and three (3) hard copies of their proposal to MTC, at the address listed on page 2 of the letter of invitation, by 4:00 pm, August 11, 2009, to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities.

Each proposal should include:

- A. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date, and should include the name and telephone number of a contact person, if different from the signatory, and a statement that the proposal is a firm offer to enter into a contract with MTC according to the terms of this RFP for ninety (90) days following its submission;
- B. A description of the Contractor organization, including a discussion of the services provided, the range of advertising support available to MTC, and the type and extent of coordination with MTC and newspaper liaisons;
- C. Provide a list showing the current publications that the Contractor will work with to place advertisements on behalf of MTC. Attachment A, Scope of Work, includes a list of the current publications that MTC regularly advertises in;

- D.* A detailed statement of the qualifications and relevant experience of the firm and key personnel relevant to the services described in this RFP, with particular attention to each of the four areas specified in Contractor Qualifications above;
- E.* Provide a detailed fee schedule for each publication Contractor will work with. Fee schedule should include any/all services necessary in the placement of classified advertisements and legal notices. Fee schedule provided should include all applicable surcharges such as taxes, insurance, rush fees and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies. Separate actual advertisement cost from other fees (i.e., Contractor mark-up) and specify:
- Whether Contractor fees are expressed as a percentage of the advertising bill or as a flat rate per advertisement;
 - If cost is based on column inches or number of lines;
 - The fees for artwork, design layout, and creative writing; and
 - Describe billing process (i.e., separate invoices for the same ad in multiple newspapers; or consolidated invoices), and how often MTC will be billed after each posting.
- F.* Provide processing timeframes and deadlines, from initial order to publication for each publication Contractor will work with. Specify whether the deadline differs between classified ads and legal notices;
- G.* Explain method MTC will use for submitting the text for classified advertisements or legal notices to the Contractor, and the method the Contractor will use for submitting ads to MTC for review and approval prior to publication (proof sent by email, or fax);
- H.* Provide a list of the key personnel who will assist MTC with the placement of advertisements and legal notices and a description of their roles;
- I.* Three (3) client references: (Include company name, point of contact, telephone, e-mail, and fax number for three projects similar to work described in this RFP);
- J.* At least two (2) samples of classified job advertisements and one (1) sample of a legal notice the Contractor developed and/or placed for publication.
- K.* Cost Proposal: Provide a full description and breakdown of expected cost for services described in *Appendix A - Scope of Work*. The budget should include, but is not limited to, line item amounts with total billing rates.
- L.* California Levine Act Statement: Submit a signed Levine Act statement (*Appendix B*).

V. PROPOSAL EVALUATION

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Proposal Form*, may be considered complete and generally responsive, if evaluation of every factor is possible.

B. Evaluation Criteria

Responsive proposals will then be evaluated by a panel of MTC staff on the basis of the following evaluation factors, each approximately equal in importance:

1. Suitability of proposed approach;
2. Demonstrated experience in developing advertising strategies and copy material;
3. Competitive fee structure;
4. Scope and diversity of publications utilized;
5. Cost effectiveness, including hourly rates and extent and sufficiency of commitment of key personnel; and
6. Speed and efficiency in placing advertisements, as detailed in response.

Following the evaluation, the panel may elect to recommend award to a particular proposer, or may interview a “short list” of proposers, prior to selection. The project manager will then recommend a contractor to the Executive Director.

The work samples provided by Contractors will be considered in the panel’s evaluation. References may be contacted at any point in the evaluation process, for one or more of the Contractors.

MTC reserves the right to not convene oral interviews and to make an award on the basis of written proposals alone. Further, MTC reserves the right to accept or reject any and all proposals submitted, to waive minor irregularities in proposals and to request additional information from the proposers. Any award made will be to the firm whose proposal is the most advantageous to MTC, based on the evaluation criteria listed above.

VI. GENERAL CONDITIONS

A. Limitations

This Request For Proposal (RFP) does not commit the MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The selected Consultant will be expected to execute a contract based on the terms and conditions in *Appendix C - Synopsis of MTC's Standard Consultant Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC Project Manager. Particular attention should be paid to MTC's insurance and indemnification requirements. **Objections or requests for modifications to any provision of the appendices must be submitted no later than the due date specified for pre-proposals, questions and exceptions on page 2 of the Letter of Invitation in order to guarantee consideration. If such objections or requests for modification are not brought to MTC's attention within the time specified, concurrence by the proposer will be assumed.**

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes the award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Section Director. The MTC Section Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular firm by the MTC Executive Director shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Director.

Should the protesting proposer wish to appeal the decision of the MTC Section Director, it may file a written appeal with the MTC Executive Director, no less than three (3) working days after receipt of the written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Executive Director has authorized award.

APPENDIX A, SCOPE OF WORK

The Metropolitan Transportation Commission (MTC) requires a Contractor to provide the coordination and placement of classified advertisements and legal notices on behalf of MTC.

The following scope of work describes the tasks the Contractor may be asked to complete.

I. Publication:

1. Coordinate, recommend most appropriate publication and manage the placement of MTC's classified advertising and legal notices in designated newspaper publications and trade journals with circulations in the nine-county Bay Area. Publications may include, but are not limited to:

Asian Week	Oakland Post
Vacaville Reporter	Oakland Tribune
Contra Costa Times	San Francisco Chronicle
El Mensajero	San Francisco Examiner
Vallejo Times Herald	El Mundo
Fairfield Daily Republic	San Jose Mercury News
Job Finders	San Mateo County Times
Marin Independent Journal	Santa Rosa Press Democrat
Napa Valley Register	The San Francisco Bay View
California Voice	

2. Assist in the development of classified advertisements by providing creative writing, formatting and layout including graphics. Assist in the final editing, by proofreading and providing an overall review of submitted copy.
3. Respond to requests from MTC within two (2) business hours.
4. Will only post newspaper advertising after the proof of final advertisement has approving signature of Project Manager or designee.
5. Will only post legal notices on approval of the project manager designee.
6. Place classified advertisements and legal notices for publication on dates specified by MTC or on earliest possible date(s).

II. Deliverables:

1. Provide for MTC's approval either by email or fax a proof of final ad prior to placement in newspaper or other publication.
2. Provide for MTC's records a tearsheet of each posted advertisement or legal notice within 5 business days of the first publication.
3. Provide for MTC's records a signed proof of publication for each published legal notice within 5 business days of the first publication.

**APPENDIX B,
CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado	Dorene M. Giacomini	Jon Rubin
Tom Bates	Federal D. Glover	Bijan Sartipi
Dave Cortese	Scott Haggerty	James P. Spering
Dean J. Chu	Anne W. Halsted	Adrienne J. Tissier
Chris Daly	Steve Kinsey	Amy Rein Worth
Bill Dodd	Sue Lempert	Ken Yeager
	Jake Mackenzie	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?
- ___ YES ___ NO
- If yes, please identify the commissioner: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?
- ___ YES ___ NO
- If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

_____	_____
DATE	(SIGNATURE OF AUTHORIZED OFFICIAL)

	(TYPE OR WRITE APPROPRIATE NAME, TITLE)

	(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX C,
SYNOPSIS OF PROVISIONS IN MTC'S
STANDARD CONSULTANT AGREEMENT**

The selected consultant will be required to sign Agency's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ/RFP. In order to provide bidders with an understanding of some of Agency's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) Worker's Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees;

(2) Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss;

(3) Business Automobile Insurance for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence; and

(4) Umbrella insurance in the amount of \$10,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

**APPENDIX D,
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS**

RFP Section	<u>Relevant Provision</u>	Requested Action
	1.	
	2.	
	3.	
	4.	
	5.	

This table is available electronically from the MTC Project Manager.